



Exhibit D-1
Subcontractor's MSDS Inventory
6/26/2006

Job Name

Cal/OSHA Hazardous Communication Standards are legal requirements established to communicate the presence of chemicals in the work place deemed "hazardous" by the State of California. By law, subcontractors who may or will utilize such hazardous chemicals in the course of their work are required to exchange information regarding those chemicals. This information must be provided in a form that includes 1) a one page inventory of such chemicals and 2) individual Material Safety Data Sheets (MSDS) for each chemical identified on the one page inventory.

Use this form to list all such chemicals deemed "hazardous" by the State of California (including California Proposition 65) that your firm intends to use to complete your Subcontract work. Also, attach an individual MSDS for each listed chemical.

Chemicals (list by common name, i.e. "acetone"):

- 1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.

If MSDS information is not required for your Work by State law, then please initial here & sign below

Subcontractor acknowledges its obligations under State law and this Subcontract Agreement and by signing below certifies that all legal and contractual disclosure requirements have been met.

Subcontractor
Signature
Name & Title (print)
Date



Exhibit D-2
Subcontractor's Qualified & Competent Persons
 6/26/2006

Job Name

As applicable, please indicate the name of the Qualified or Competent person representing your firm on this project.

A **qualified person** is a person designated by the employer; and by reason of training, experience or instruction has demonstrated the ability to perform safely all assigned duties and when required is properly licensed in accordance with federal, state or local laws and regulations.

A **competent person** is a person who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous or dangerous to employees. The competent person has the authority to impose prompt corrective measures to eliminate these hazards.

<u>Description</u>	<u>Qualified Person</u>	<u>Competent Person</u>
Cranes - Mobile & Tower	_____	
Demolition	_____	
Equipment & Machinery	_____	
Erection & Construction		
Structural Wood	_____	_____
Steel Erection	_____	_____
Plumbing Guy Removal		_____
Excavation, Trenching & Shoring		_____
Fall Protection	_____	_____
Hazardous Waste Operations	_____	_____
Laser Equipment	_____	
Lift Slab Construction		_____
Lockout/Blockout	_____	
Openings/Holes – Floors & Roofs	_____	
Personal Fall Arrest/Restraint Systems		_____
Pile Driving		_____
Powder Actuated Tools	_____	
Reinforcing Steel & Similar Projections	_____	
Roofing	_____	
Rope Access Equipment	_____	
Scaffolding	_____	
Welding & Cutting Safety	_____	

If the above information is not applicable by State law to your Work, then please initial here & sign below _____

Subcontractor acknowledges its obligations under State law and this Subcontract Agreement and by signing below certifies that all legal and contractual disclosure requirements have been met.

Subcontractor _____

Signature _____

Name & Title (print) _____

Date _____



Exhibit E
Subcontract General Provisions
May 2008

I. ENTIRE CONTRACT

The Subcontractor certifies and agrees that he is fully familiar with all of the terms, conditions and obligations of the Subcontract Documents, the location of the construction site, and the conditions under which the Work is to be performed, and that he enters into this Subcontract Agreement based upon his investigation of all such matters and is in no way relying upon any opinions or representations of Contractor.

It is agreed that this Subcontract Agreement represents the entire agreement. It is further agreed that Subcontract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that Subcontractor and his subcontractors will be and are bound by any and all of said Subcontract Documents insofar as they relate in any way, directly or indirectly to the work covered by this Agreement. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner/Client under the Owner-Contractor Agreement, to the extent of the work provided for in this Agreement, and that where in the Owner-Contractor Agreement reference is made to Contractor and the work or specification therein pertains to Subcontractor's trade, craft or type of work, then such work shall be interpreted to apply to Subcontractor instead of Contractor.

Unless otherwise defined by the Owner-Contractor Agreement, the Subcontract Documents shall also include the Owner-Contractor Agreement, the conditions of such Owner-Contractor Agreement (General, Supplementary and other conditions), Drawings, Specifications, Addenda issued prior to and modifications issued after execution of such Owner-Contractor Agreement.

II. SAFETY

A. Subcontractor Accident Prevention

1. Subcontractor agrees to and accepts responsibility for the prevention of accidents to workers engaged upon or in the vicinity of the Work. Subcontractor also agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety and to applicable rules, regulations and orders which have been or shall be adopted or issued and with the safety standards established during the progress of the work by Contractor. Subcontractor shall be solely responsible for meeting the requirements of this Paragraph and shall enforce these requirements for its employees, sub-subcontractors, suppliers, vendors and any other person associated with its Work.

2. Subcontractor is solely responsible for the training of its employees and its sub-subcontractors' employees, as required to comply with Federal and State statutes and this Subcontract Agreement with respect to hazards unique to this Work.

3. Subcontractor agrees to fully and completely provide the information requested in Subcontract Exhibit D-2, Subcontractor's Qualified & Competent Persons, as required by this Subcontract Agreement.

4. The execution of this Agreement shall serve as Subcontractor's certification that it has a written Illness & Injury Prevention Plan (IIPP) in full compliance with Title 8, California Code of Regulations (Cal/OSHA). Subcontractor also agrees, if so requested, to provide Contractor a copy of said IIPP.

B. Subcontractor Hazardous Communication

1. Cal/OSHA Hazardous Communication Standards are legal requirements established to communicate the presence of chemicals in the work place deemed "hazardous" by the State of California. Contractors and subcontractors who *may or will* utilize such hazardous chemicals in the course of their work are required by state law to exchange information regarding those chemicals in the form of Material Safety Data Sheets (MSDS). Subcontractor agrees to provide such information to Contractor prior to mobilizing its crews to the work site (see Exhibit D-1, MSDS Inventory), and

2. Subcontractor agrees to comply with all requirements of California Proposition 65.

III. CONFLICTS IN THE DOCUMENTS

Work will also include that which is necessary to remedy conflicts between the Subcontract Documents and existing site conditions that were reasonably discernible by Subcontractor during the required pre-bid site inspection, whether or not Subcontractor chose to participate in such inspection.

IV. PAYMENT APPLICATION PROCEDURES

A. By the 25th day each month Subcontractor shall submit to Contractor's project manager a draft request for payment application in the form required by Contractor including a detail schedule of values for all Subcontracts in excess of \$75,000, based on the percentage of the Work completed by Subcontractor, less ten percent (10%) retention. An original payment application request must be delivered to Contractor by the last day of the month. Subcontractor's failure to meet payment application deadlines will cause its payment application processing to be delayed 30-days.

B. In addition, Subcontractor must deliver the following information to Contractor as a condition precedent to receiving its monthly payment:

1. Fully executed Subcontract Agreement
2. Lien releases for Subcontractor, its material suppliers and sub-subcontractors
3. Valid contractor's license
4. Insurance as stipulated by this Agreement
5. Material Safety Data Sheets as required by law and this Agreement (see Exhibit D-1)
6. Subcontractor's Qualified & Competent Persons per Exhibit D-2

C. Subcontractor shall pay all costs and expenses incurred in the performance of this Subcontract Agreement as they become due and payable. Contractor reserves the right either to issue joint checks naming Subcontractor, sub-subcontractor or supplier as co-payee or to make payment directly to Subcontractor's sub-subcontractors and suppliers. Any payments made directly or jointly to sub-subcontractors and suppliers will be charged to Subcontractor's account as though they were made to Subcontractor. Should the total of all payments to Subcontractor exceed the Subcontract Price, Subcontractor will pay the difference to Contractor.

D. If Subcontractor fails to perform in accordance with the Subcontract Agreement or fails to correct deficiencies in its Work to the Contractor's satisfaction, the Contractor with notice, shall have the right to withhold payment equal to 150% of Contractor's estimated cost of the deficiencies until such deficiencies have been corrected or satisfied.

E. Final payment, including retention, is due when the Work in this Subcontract Agreement is completed, subject to the following:



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1. Work is approved as meeting the requirements of Contractor, Architect, Owner/Client, agency and building inspection officials;
2. Punch list work is completed;
3. Subcontractor has de-mobilized all temporary facilities and equipment from Project;
4. Subcontractor has delivered operation and maintenance manuals, as-built drawings, product data, written guarantees and warranties including warranty bonds and building stock materials;
5. Subcontractor has delivered final payment application and final lien releases for Subcontractor and its sub-subcontractors and suppliers;
6. Subcontractor has provided evidence that indebtedness connected with the Work has been satisfied;
7. Other requirements for final payment as noted in the Subcontract Agreement;

V. PAYMENT AND PERFORMANCE BONDS

If required in the Standard Form Subcontract Agreement, Subcontractor shall provide a 100% Performance Bond and a 100% Labor and Material Payment Bond. The required bond form is attached to Agreement as Exhibit "G." A surety licensed to do business in the State of California, listed on the US Department of the Treasury's Federal Register and rated A-minus or better by AM Best Company shall underwrite all such bonds. Subcontractor is not the intended beneficiary of any surety bond supplied to the Owner/Client by Contractor, unless such bond specifically provides that Subcontractor is an intended beneficiary.

VI. INSURANCE

A. General

1. Within five calendar days of the date of this Subcontract Agreement, or before Subcontractor mobilizes its personnel to the construction site, Subcontractor shall furnish insurance certificates to Contractor verifying Subcontractor has insurance coverage in conformance with this Agreement and state and federal law.
2. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the certificate form's cancellation provision.
3. Failure of Contractor to demand such certificate or evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.
4. By requiring insurance, Contractor does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits are not a limitation on Subcontractor's liability under the indemnities granted to Contractor in this contract.
5. Subcontractor [Supplier, Vendor] waives all rights against Contractor and its agent, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial general liability, auto liability, workers compensation, employer's liability or commercial umbrella liability insurance maintained pursuant to this Agreement.
6. Coverage must include representation by insurer that cancellation of coverage will not become effective without at least 10-days prior written notice to Contractor. Subcontractor agrees to notify Contractor in writing and within five-days of any change in the status of Subcontractor's general liability or worker's compensation insurance.
7. Underwriter(s) must be licensed to do business in the State of California and rated A-/VII, or better by AM Best Company.

B. Commercial General Liability

1. Subcontractor shall have commercial general liability insurance (CGL) with limits not less than \$1,000,000/occurrence and \$2,000,000 aggregate.
2. If CGL insurance contains a general aggregate limit, it shall apply separately to this project as evidenced by Endorsement CG 25 03.
3. CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from promises, operations, independent contractors, products/completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) including broad form contractual liability insurance which shall not exclude completed operations coverage.
4. Contractor, Owner and other parties as required by Contractor per Subcontract Exhibit "F," shall be included as an additional insured under the CGL, using ISO additional insured endorsement form CG 2010 1185, or form CG 2010 0704 (ongoing operations) and form CG 2037 0704 (completed operations), which endorsement shall include coverage for Contractor with respect to liability arising out of the completed operations of Subcontractor, and which coverage shall be maintained in effect for the benefit of Contractor for a period of 10 years following the completion of the work specified in this Subcontract Agreement. Additional insured coverage as required in the subparagraph shall apply as primary insurance and non-contributory with respect to any other insurance of self-insurance programs afforded to Contractor.

C. Business Auto and Umbrella Liability Insurance

1. Subcontractor shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto (including, as applicable, owned, hired, and non-owned autos).
3. Business auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 001.

D. Workers Compensation Insurance

1. Subcontractor shall maintain workers compensation and employers liability insurance.
2. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each employee for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
3. Subcontractor unconditionally agrees that independent contractor status exemption for worker's compensation is hereby waived and that all employees, including principals of Subcontractor will be fully covered for worker's compensation insurance per the Insurance Paragraph of these General Provisions.
4. **Waivers of Subrogation:** Subcontractor waives all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella liability insurance obtained by Subcontractor pursuant to Paragraph VI of this Agreement.



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E. Professional Liability Insurance

1. Subcontractors/vendors performing design-build work or consultants performing design work, shall provide evidence of professional liability (E&O) insurance with limits of not less than \$1,000,000 per claim/aggregate, including contractual liability coverage.
2. Subcontractor's E&O insurance shall be maintained in force for a period of five years after substantial completion of the Work.
3. The retroactive date of the policy will pre-date the beginning of any services provided under the Subcontract Agreement and will not be advanced during the period of time that the Subcontractor is required to carry coverage.
4. Subcontractors performing design-build work using an independent 3rd party design consultant shall provide Contractor:
 - a. With a copy of the written agreement between the Subcontractor & consultant, and said agreement will state that "Design consultant agrees to hold harmless, indemnify and defend Contractor & Subcontractor against design consultant's negligent acts, errors or omissions,"
 - b. Evidence that design consultants E&O insurance is in-force as stipulated above in paragraphs 1, 2 & 3, and
 - c. Evidence that Contractor is named as additional insured on design consultants commercial general liability insurance using ISO additional insured endorsement CG 2010 1185 or ISO form 2010 0704 (ongoing operations) in combination with form CG 2037 0704 (completed operations).

F. Property Insurance

1. Contractor is not responsible for providing project property insurance; installation floater or builders risk insurance (i.e. property in the course of construction) covering Subcontractor's Work for losses during construction due to fire, flood, wind, earthquake, hail, theft, vandalism and other perils. If Subcontractor desires the benefit of project property insurance, then Subcontractor must obtain and pay for said insurance without reimbursement by Contractor.
2. Subcontractor waives all claims against Contractor, Owner/Client, Architect, separate contractors and subcontractors for losses from said perils, except such right Subcontractor may have to the proceeds of property or builders risk insurance that may be provided by Owner/Client.
3. In the event that insurance is provided by the Owner/Client to the benefit of Subcontractor, then Subcontractor shall be responsible for any costs not reimbursed by said insurance.
4. Waivers of Subrogation: Subcontractor waives all rights against (1) Contractor and any subcontractors, sub-subcontractors, agents and employees, and (2) separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section VI.F or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner or Contractor as fiduciary.

VII. CLAIMS

- A. Subcontractor shall make claims in writing to Contractor for additional costs, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. Subcontractor shall deliver any written claim to Contractor within seventy-two (72) hours following the occurrence of circumstances giving rise to the claim. Contractor is not liable to Subcontractor for damages arising out of acts or omissions of the Owner/Client, Architect or any agent of the Owner/Client.
- B. Subcontractor waives its rights to claims for costs due to work, re-work, extended overhead or schedule delays due to inclement weather.

VIII. GENERAL CONDITIONS

A. Arbitration

1. All claims, disputes and other matters in question arising out of, or relating to this Subcontract Agreement or the breach thereof, shall be decided by arbitration, unless otherwise specified by the Subcontract Documents. The arbitration shall be conducted in the same manner and under the same procedure as provided in the Subcontract Documents with respect to disputes between the Owner/Client and Contractor, except that a decision by the Architect shall not be a condition precedent to arbitration. If the Subcontract Documents do not provide for arbitration or fail to specify the manner and procedure for arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise in writing.
2. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract Documents shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Subcontract Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that a) such person or entity is substantially involved in a common questions of fact or law, b) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, or c) the interest or responsibility of such person or entity in the matter is not insubstantial. This Subcontract Agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under the prevailing arbitration law. Contractor shall permit Subcontractor to exercise rights Subcontractor may have under the Subcontract Documents in any dispute, if the sole cause of the dispute is the work, materials, equipment, rights or responsibilities of the Subcontractor. If dispute involves Subcontractor and any other subcontractor or subcontractors jointly, Contractor shall permit them to jointly exercise such rights.
3. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. In the event any action or proceeding is brought by either party to enforce this Subcontract Agreement, then the parties agree that the award shall be paid to the parties in the amounts determined by the governing authority and the Subcontractor shall pay attorney's fee incurred by Contractor in arbitration. This paragraph shall not be deemed a limitation of any rights or remedies which the Subcontractor may have under any federal or state mechanics' lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by Subcontractor.

B. Clean-up

Subcontractor shall remove all debris, waste, garbage and all other by-products of construction on a daily basis as necessary to keep the premises broom clean and free from accumulation of waste materials or rubbish arising out of the operations of this Subcontract Agreement. Unless otherwise provided, Subcontractor is not responsible for unclean conditions caused by other contractors or subcontractors. Subcontractor shall be responsible for all costs necessary to comply with these requirements. If Subcontractor fails to comply with these requirements, Contractor reserves the right to clean up on behalf of Subcontractor and will charge Subcontractor's account accordingly.



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C. Damages for Subcontractor's Delay

Unless an amount other than zero has been specified in this Subcontractor Agreement as liquidated damages, the Subcontractor's liability for delay shall be all losses and damages including all costs of liquidated damages sustained by the Contractor as a result of such delay. The fact that liquidated damages have been specified in the Owner-Contractor Agreement shall not operate as a limitation of the Subcontractor's liability for delay.

D. Final Acceptance

Subcontractor agrees that final acceptance of its Work is subject to the approval of the Architect, Owner/Client and Contractor within the terms of the Subcontract Documents.

E. Governmental Requirements

Subcontractor shall give notice and comply with laws, building codes, ordinances, rules, regulations, acts, and orders of public authorities bearing on the performance of the Work under this Agreement. Subcontractor shall secure and pay for all permits, taxes and governmental fees, licenses and inspections necessary for the proper execution and completion of Subcontractor's Work. Subcontractor shall indemnify and hold Contractor harmless from all loss, costs and expenses attributed to any acts or omissions by Subcontractor which results in a failure to comply laws, rules or ordinances or regulations of any government entity or agency.

F. Indemnification

1. To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless and defend Contractor from and against all allegations, losses, claims, actions, demands, damages, liabilities and expenses (including costs, expenses and attorney's fees), arising from or relating to the death or bodily injury to persons, injury to property, design defects (for design/build work by Subcontractor), or other loss, damage or expense. Subcontractor's duty to indemnify shall include all damages caused or alleged to be caused in whole or in part by any negligent act or omission, whether active or passive, of Subcontractor, anyone directly or indirectly employed by Subcontractor, anyone for whose acts Subcontractor may be liable or Contractor. Subcontractor shall not be required to indemnify Contractor for the sole negligence or willful misconduct of Contractor. Subcontractor assumes, at all times and in all locations, exclusive risk for the Work of this Subcontract.

2. In claims against the Owner, Client or Contractor, or any of their agents or employees, by any employee of Subcontractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

G. Labor Relations

Subcontractor agrees that in the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute or picket in connection with Contractor, Subcontractor, and Owner/Client or any other person, then Subcontractor will continue to perform the Work required herein without interruption or delay. If Subcontractor fails to continue the performance of its Work without interruption or delay because of such picket or other form of labor dispute, then Contractor may terminate the services of Subcontractor after giving forty-eight (48) hours written notice of an intent to do so, or Contractor may invoke any of the rights set forth elsewhere in this Subcontract Agreement. Contractor recognizes that a picket free entrance must in all instances be provided to Subcontractor before Contractor can invoke any of the rights contained in this Paragraph.

H. State, Federal & Local Prevailing Wage Requirements

Subcontractor agrees to pay its employees wages and benefits in accordance with all applicable State, Federal (i.e. Davis-Bacon) or local prevailing wage requirements. Contractor reserves the right to request a Certified Public Accountant's review of Subcontractor's payroll records for compliance with wage standards. If non-compliance is discovered, Subcontractor will be responsible for all costs associated with the deficiencies, including the cost of CPA's review.

I. Modifications

1. Subcontractor shall make all changes and deviations to the plans, specifications and sequencing of the Work without nullifying the original Subcontract Agreement, when specifically ordered to do so in writing by Contractor. If such changes cause a revision in the amount due Contractor under the Owner-Contractor Agreement, an equitable portion of such revision shall be added to or deducted from the Subcontract Price. The cost or credit to this Subcontract resulting from a change in the Work shall be determined in one or more of the following ways, a) by mutual acceptance of a lump sum proposal, b) by unit prices stated in the Subcontract Agreement, c) by unit prices subsequently agreed upon with quantities determine using the time & material method, or d) by cost to be determined in a manner agreed upon by the parties.

2. If none of the methods set forth in the above Subparagraph are agreed upon, then Subcontractor, provided he receives a written order signed by the Contractor, shall promptly proceed with the work involved. The cost of such work shall then be determined by arbitration in accordance with this Subcontract Agreement.

3. If unit prices are stated in Subcontract Agreement and if the quantities originally contemplated are so changed that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner/Client, Contractor or Subcontractor, and then the applicable unit prices may be renegotiated.

4. If unit prices are subsequently agreed upon and quantities are agreed to be determined using a time & material method, then Subcontractor must obtain Contractor's verification for all hours worked and all materials used at the end of every day such labor and materials are utilized for said modifications. Failure of Subcontractor to obtain daily approval for said modifications by Contractor should be grounds for Contractor to deny Subcontractor's request for an adjustment in Subcontract Price.

5. If notification of cost change is not received from Subcontractor within seven (7) days after requested by Contractor, it will be assumed that no additional costs will be incurred and no claim shall be allowed. Contractor's decision to waive this requirement for any one change is not a representation by Contractor that the requirement is waived for future changes.

J. Notification and Authorized Representatives

1. Contractor and Subcontractor shall designate an authorized representative and notify each other of such action prior to the commencement of the Work. Contractor and Subcontractor shall give instructions or orders only to persons designated as authorized representatives.

2. Any notice required by this Subcontract Agreement shall be a sufficient notice for all purposes as to its contents if given in writing, delivered to the party to whom such notice is intended to be given, or to its representative authorized in writing, at the address above set forth, or to such other address as it shall have previously furnished, in writing, to the other party.



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K. Rights and Responsibilities

1. Neither Contractor nor Subcontractor shall assign this Work without the written consent of the other party. Subcontractor shall give written notification to Contractor of any portions of the Work further subcontracted. Contractor and Subcontractor shall not assign any amounts due or to become due under this Subcontract Agreement without written consent of the other party. Contractor reserves the right to veto any proposed subcontractor or assignee of Work covered under this Subcontract Agreement.

2. Subcontractor shall be bound to Contractor by the terms of the Subcontract Documents and this Subcontract Agreement, and shall assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner/Client. Contractor shall be bound to Subcontractor by the terms of the Subcontract Documents and this Subcontract Agreement.

3. If any provisions of the Subcontract Documents conflict with any provision of this Subcontract Agreement, then the Subcontract Agreement shall govern.

L. Scheduling

1. A critical path method schedule of activities ("Schedule") is part of this Agreement. Subcontractor is subject to the management of its Work within the parameters of this Schedule.

2. Subcontractor agrees that Contractor owns the "float" in the Schedule 's sequence of activities associated with Subcontractor's Work and the use of such "float" is at Contractor sole discretion and may be utilized by Contractor without penalty or claim by Subcontractor.

3. It is the responsibility of Subcontractor to communicate with Contractor regarding all aspects of its Work. Contractor shall notify Subcontractor of changes in the Schedule and additional scheduling details. Subcontractor shall have no claim for additional compensation for an increase in the Schedule duration with the exception of items covered in Section J., Modifications and then only if Contractor is compensated by Owner/Client for such increase in the Schedule's duration.

M. Submittals

Subcontractor shall promptly submit to Contractor all required submittal information, shop drawings, drawings and samples, for approval in order to comply with the agreed upon Schedule.

N. Termination

If Subcontractor fails to carry out its Work or perform in accordance with the Subcontract Agreement, then Contractor may, forty-eight (48) hours after giving written notice to Subcontractor to commence, continue or correct its Work with diligence and promptness, and without prejudice to any other remedy he may have, terminate this Agreement and finish the Work by any method deemed expedient. If the unpaid balance of the Subcontract Price at the time of termination is less than Contractor's expense for finishing the Work, then Subcontractor shall pay the difference to the Contractor.

O. Warranty

Unless otherwise provided for in the Subcontract Documents Subcontractor shall provide a one-year warranty on its work, *except that a two year warranty shall apply to all below and above grade water proofing assemblies*. Subcontractor warrants to Contractor that materials and equipment furnished shall be new unless otherwise specified in the Subcontract Documents and that Work under this Subcontract Agreement shall be of good quality, free from faults and defects and in conformance with the Subcontract Documents. Work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective and Subcontractor agrees to make corrections in a timely manner. The warranty provided in this Paragraph is in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

P. Underground Utilities

1. If Subcontractor's Work requires trenching, excavating, tunneling, boring, grading or pile driving, then prior to commencing operations Subcontractor is solely responsible for identifying and locating all existing underground utilities that may conflict with its Work to insure that such services are not damaged by Subcontractor's operations. Services may include electrical, cable TV, telephone, fiber optics and other network cabling, traffic signal, natural gas, water (irrigation, domestic and fire), sanitary sewer and storm drain systems.

2. Subcontractor shall take all reasonable measures necessary to identify and avoid damaging Services, which at a minimum shall include retaining an underground utility locating service (e.g. Cable Pipe Leak Detector for on-site work, or Dig Alert or USA Alert for offsite work).

3. If underground utilities are identified, which may conflict with Subcontractor's work, then work shall not commence without first obtaining the written permission to proceed from the Contractor's superintendent or project manager.

Q. Accepting and Protecting the Work of Others

1. If Subcontractor's work is installed over, attached to or founded upon an existing substrate or surface, then Subcontractor is responsible for inspecting the existing surface to verify that it has been installed or finished in such a manner that will allow the Subcontractor's Work, as part of the larger assembly, to be installed in compliance with the Subcontract Documents. If Subcontractor does not complete such verification and its Work fails to meet requirements of the Subcontract Documents, then Subcontractor assumes financial responsibility for modifications or rework necessary to bring its Work into compliance with this Subcontract Agreement.

2. Subcontractor shall take necessary precautions to protect the work of other trades from damage caused by its operations and shall be responsible for repair of such damage.

3. Subcontractor shall cooperate with Contractor and other subcontractors, whose work might interfere with Subcontractor's Work and will help prepare coordination drawings in areas of potential subtrade work conflict, specifically noting and advising Contractor of any interference among the various subcontractors' work.

** End of Document **